

## **DRAFT**

### **PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND CAROLLO ENGINEERS FOR PRELIMINARY DESIGN SERVICES FOR THE ANAEROBIC DIGESTER LID AND DRAIN LINE REPLACEMENT PROJECT**

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CAROLLO ENGINEERS, a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to preliminary design services for the Anaerobic Digester Lid and Drain Line Replacement Project (Project # UY-03/01-05) at the Water Pollution Control Plant; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

#### **1. Services by CONSULTANT**

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

#### **2. Time for Performance**

The term of this Agreement shall be from Agreement execution through the successful completion of the services described in Exhibit "A", unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

#### **3. Duties of CITY**

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

#### **4. Compensation**

CITY agrees to pay CONSULTANT at the rates shown on Exhibit "B". Total compensation is not to exceed One Hundred Thirteen Thousand Three Hundred Seventy Two and No/100 Dollars (\$113,372.00) CONSULTANT shall submit invoices no more frequently than monthly. Payment will be made within thirty (30) days of receipt of an accurate, itemized invoice by CITY'S Accounts Payable Unit.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, gender, age (persons 40 years or older), disability, or any other basis to the extent prohibited by federal, state, or local law. All employees of CONSULTANT shall be treated during employment without regard to their race, creed, color or national origin.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in Exhibit "A", caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the CITY.

11. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "C."

12. CITY Representative

Chuck Neumayer, PW/Engineering, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Sarwan Wason shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY:	Department of Public Works
	Attn: Chuck Neumayer, Engineering Division
	CITY OF SUNNYVALE
	P. O. Box 3707
	Sunnyvale, CA 94088-3707

To CONSULTANT:

Carollo Engineers, P.C.  
Attn: Sarwan Wason  
2700 Ynacio Valley Road, Suite 300  
Walnut Creek CA 94598

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Acting City Manager

APPROVED AS TO FORM:

CAROLLO ENGINEERS, P.C.  
("CONSULTANT")

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

**EXHIBIT A  
CITY OF SUNNYVALE  
ANAEROBIC DIGESTER LID AND DRAIN LINE REPLACEMENT PROJECT**

**SCOPE OF WORK**

**January 2004**

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**INTRODUCTION**

The City of Sunnyvale wishes to engage the services of Carollo Engineers, PC, to:

- Evaluate and design replacement covers for the four anaerobic digesters.
- Seismic evaluation of the digesters as well as the drain lines, piping, and foundations of appurtenant equipment.
- Evaluate and design replacement of the digester mixing system for the four anaerobic digesters.
- Rehabilitate the digester drain lines.
- Modify and/or replacement of the digester's appurtenant equipment including the digester heat exchangers, sludge pumps, control valves, recirculation, blowers, and other associated equipment.

The work will be divided into three tasks, a preliminary study that will result in a recommendation as to the type of changes that should be made, final design and cost estimate of the recommended alternative (not included in this contract), and construction support services during the construction phase of the project(not included in this contract).

**TASK 1.0 PRELIMINARY STUDY**

**Task 1.1 Review Existing Data**

The objective of this task is to gather and review existing data and information, including the as-built drawings of the City of Sunnyvale Water Pollution Control Facility. Two (2) site visits will be conducted:

- The first site visit will serve as a kick-off meeting to review with the City staff project goals and objectives, any special design considerations or criteria required by the City staff, project schedule, and collect all relevant design information for Carollo's use.
- The second site visit will be to inspect the existing structural condition of the digesters and the condition of the existing equipment, piping, and drains.

**Task 1.2 Preliminary Study**

**Task 1.2.1 Digester Cover and Mixing Evaluation**

Evaluate alternative replacement covers for the existing digesters, including fixed steel covers with a separate external gas holder, gas holding steel covers, and gas holding membrane covers. Evaluate the gas storage needed based on increased gas production and equalization of the gas supply during gas production fluctuations. Investigate alternative mixing technologies including gas mixing, draft tube mixing, and external pump mixing. The evaluation will consider factors such as cost, reliability,

constructability, structural impacts on the existing digesters, and gas holding capability. This information will be presented as a series of tables and/or figures in a workshop with staff.

### **Task 1.2.2 Digester Tank Structural Evaluation**

Assessment of the structural condition of the four digesters using the repair and maintenance history and the existing drawings and complete a seismic evaluation based upon current codes. The seismic evaluation will also include an analysis of the impact of potential pipe penetrations and the impact of sludge operating temperatures on the structure. The cost analysis will include the a life cycle cost analysis for complete replacement of the digesters as a comparison to rehabilitation. This information will be presented as a series of tables and/or figures in a workshop with staff.

This task will include a preliminary geotechnical investigation to provide information sufficient necessary to complete the structural evaluation.

### **Task 1.2.3 Digester Ancillary Equipment and Piping**

Review the condition of the existing ancillary equipment and piping, including the sludge heat exchangers, sludge pumps, the control valves, recirculation blowers, and the sludge and drain piping. This information will be presented as a series of tables and/or figures in a workshop with staff.

### **Task 1.2.4 Summary Report**

Provide a summary report. The summary report will be a summary of the conclusions reached in the workshop in the form of meeting notes, decision logs, and revisions to the tables and/or figures. It will include the final design criteria, an implementation schedule (design and construction), and a preliminary construction cost estimate. The Summary Report will include (in the appendix) copies of applicable manufacturer's equipment quotes, records of phone conversations, detailed life cycle cost estimates, applicable tables presented in the workshops and a discussion of design assumptions.

### **Task 1.3 Meetings/Workshops**

Present the information developed in the preliminary study in two workshops to be held at the City of Sunnyvale WWTP, CA. The purpose of one workshop will be to obtain common agreement with the City on the mechanical improvements. The purpose of the other workshop will be to obtain common agreement with the City on the structural improvements. Workshop meeting minutes will be prepared by Carollo to document decisions made which will be used as a basis for the final recommended design criteria. The meeting notes along with the findings from the workshops will be presented in the Summary Report.

## **TASK 2.0 FINAL DESIGN (Will Be Negotiated Later)**

The primary goal of these services will be to prepare construction documents based upon the preliminary study. The documents will include plans, specifications, calculations, and detailed cost estimates. The effort and cost for final design will be negotiated after completion of Preliminary Study.

### **2.1.1 30-Percent Design Submittal**

The first submittal will be at the 30 percent completion stage. This submittal will include all of the process control descriptions, all of the P&IDs, a preliminary equipment layout, and a first draft of the construction sequencing. At completion of the 30-percent submittal, Carollo will conduct an internal peer review.

### **2.1.2 60-Percent Design Submittal**

The 60 percent design submittal will include all of the mechanical, instrumentation, and electrical specifications; the final layout of the mechanical equipment; and the final draft of the construction sequencing. During this stage, Carollo will also conduct an internal constructability review of the design.

### **2.1.3 90-Percent Design Submittal**

The 90 percent submittal will include the final drawings including all civil, structural, mechanical, electrical, and instrumentation drawings and specifications ready for an interdisciplinary check. The interdisciplinary and biddability check will follow completion of the 90 percent design submittal.

### **2.1.4 100-Percent Design Submittal**

The 100 percent submittal will include the final checked documents ready for bidding.

### **2.1.5 Meetings/Workshops**

After each of the 30 percent, 60 percent, and 90 percent PS&E submittals, conduct a workshop with City staff to review the design and discuss the City's review comments.

## **2.2 Cost Estimates**

Provide an updated cost estimate with the 30 percent submittal, 60 percent, 90 percent and 100 percent submittal.

## **2.3 Permits**

Assist the City in obtaining all permits including environmental permits.

## **2.4 Bidding Services**

The objective of this task is to assist the City during the bidding process. It is assumed the City will take the lead in advertising for bidding, printing and distributing the bid documents, responding to bidder's requests for plans and specifications, and compiling bidding questions.

### **2.4.1 Respond to Bid Questions.**

Respond to questions compiled by the City during the bidding process from contractors, subcontractors, and suppliers.

### **2.4.2 Assist with Addenda Preparation.**

Assist the City with preparation of addenda as necessary.

### **2.4.3 Attend Pre-Bid Meeting.**

Attend the pre-bid meeting with potential bidders at the project site. Prepare meeting notes to document attendees and questions generated during the meeting.



#### **2.4.4 Bid Opening/Bid Review.**

Attend the bid opening and review bids for consistency with the contract documents.

### **TASK 3.0 CONSTRUCTION SUPPORT (Will Be Negotiated Later)**

The objective of this task is to provide construction support during the construction phase of the project. The effort and cost for construction support services will be negotiated after completion of Preliminary Study.

#### **3.1 Pre-Construction Conference**

Assist the City with the pre-construction conference.

#### **3.2 Submittal Approval**

Review shop drawings, samples, and other construction contractor submittals for substantial conformity with the intent of the contract drawings and specifications.

#### **3.3 Change Order Review**

Review design change orders for approval and issuance by the City.

#### **3.4 Design Issue Resolution**

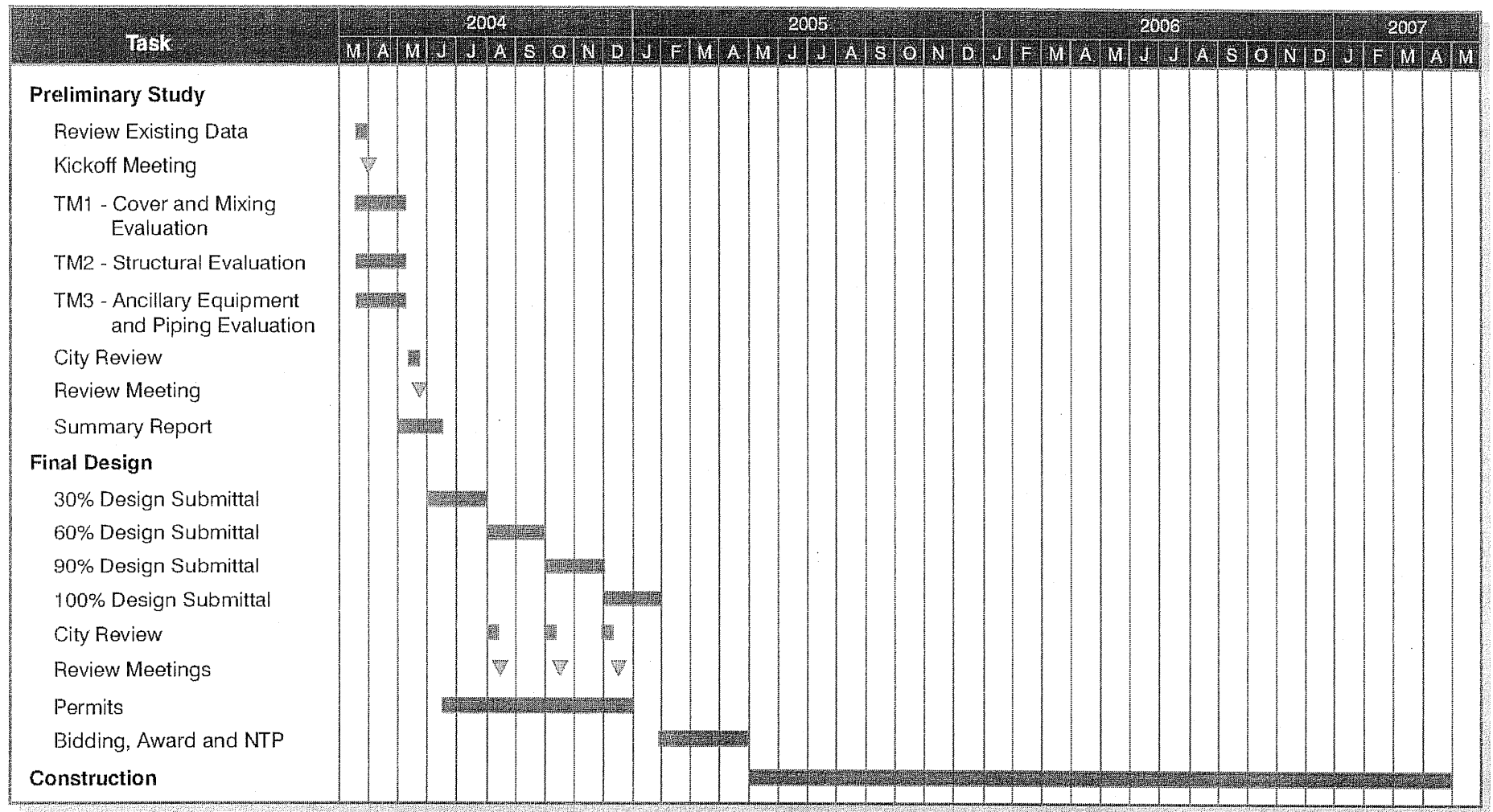
Review design issues submitted by the contractor and provide written responses.

#### **3.5 Furnish Record Drawings**

Furnish reproducible record drawings at the completion of construction. The City will furnish corrections on the field inspector's plan set showing field modifications for the consultant to draft onto record plans.

## EXHIBIT A-1

## Preliminary Schedule



**EXHIBIT B**  
**Subtask Hourly Detail**

**CITY OF SUNNYVALE**  
**ANEROBIC DIGESTER LID AND DRAIN LINE REPLACEMENT**  
**WATER POLLUTION CONTROL PLANT**

**BUDGET ESTIMATE**  
**February 10, 2004**

**Task 1.0 PRELIMINARY STUDY**

**A. Carollo Engineers' Labor Costs**

<b>Classification</b>		<b>Hours</b>	<b>Amount</b>
Principal (P)		26	\$5,070
Senior Professional		36	\$7,020
Lead Project Professional		94	\$16,920
Project Professional		114	\$18,810
Assistant Professional	1	114	\$11,742
Senior Technician	0.5	25	\$2,850
Technician	0.5	25	\$1,875
Wordprocessor/Clerical		42	\$3,108
Subtotal Hours		476	\$67,395

**B. Other Direct Costs (ODC's)**

<b>Expenses</b>			
1 Travel	9 trips at 60 miles/trip and \$0.365/mile		\$197
2 Printing			\$0
Subtotal ODC'S			\$197

**C. Subconsultants**

	\$45,780
Subtotal Subconsultants	\$45,780

**Total Project = \$113,372**

**SUBTASK 1 REVIEW EXISTING DATA**

**\$11,036**

**A. Carollo Engineers' Labor Costs**

<b>Classification</b>		<b>Hours</b>	<b>Amount</b>
Principal (P)		4	\$780
Senior Professional		8	\$1,560
Lead Project Professional		24	\$4,320
Project Professional		16	\$2,640
Assistant Professional	1	16	\$1,648
Senior Technician	0.5	0	\$0
Technician	0.5	0	\$0
Wordprocessor/Clerical		0	\$0
Subtotal Hours		68	\$10,948

**B. Other Direct Costs (ODC's)**

<b>Expenses</b>			
1. Travel	4 trips at 60 miles/trip and \$0.365/mile		\$88
2. Printing			\$0
Subtotal ODC'S =			\$88

**EXHIBIT B**  
**Subtask Hourly Detail**

**CITY OF SUNNYVALE**  
**ANEROBIC DIGESTER LID AND DRAIN LINE REPLACEMENT**  
**WATER POLLUTION CONTROL PLANT**

**BUDGET ESTIMATE**  
**February 10, 2004**

**C. Subconsultants**

1. None	\$0
Subtotal Subconsultants =	\$0
<b>Task Services =</b>	<b>\$11,036</b>

**SUBTASK 2 PRELIMINARY STUDY \$89,879**

**A. Carollo Engineers' Labor Costs**

<b>Classification</b>		<b>Hours</b>	<b>Amount</b>
Principal (P)		14	\$2,730
Senior Professional		20	\$3,900
Lead Project Professional		54	\$9,720
Project Professional		82	\$13,530
Assistant Professional	1.0	82	\$8,446
Senior Technician	0.5	17	\$1,938
Technician	0.5	17	\$1,275
Wordprocessor/Clerical		34	\$2,516
Subtotal Hours		320	\$44,055

**B. Other Direct Costs (ODC's)**

<b>Expenses</b>			
1. Travel	2 trips at 60 miles/trip and \$0.365/mile		\$44
2. Printing			\$0
Subtotal ODC'S =			\$44

**C. Subconsultants**

1. Beyaz & Patel	\$35,780
2. Harza	\$10,000
Subtotal Subconsultants =	\$45,780
<b>Task Services =</b>	<b>\$89,879</b>

**SUBTASK 3 MEETINGS/WORKSHOP \$12,458**

**A. Carollo Engineers' Labor Costs**

<b>Classification</b>		<b>Hours</b>	<b>Amount</b>
Principal (P)		8	\$1,560
Senior Professional		8	\$1,560
Lead Project Professional		16	\$2,880
Project Professional		16	\$2,640
Assistant Professional	1	16	\$1,648
Senior Technician	0.5	8	\$912
Technician	0.5	8	\$600
Wordprocessor/Clerical		8	\$592
Subtotal Hours		88	\$12,392

EXHIBIT B  
Subtask Hourly Detail

CITY OF SUNNYVALE  
ANEROBIC DIGESTER LID AND DRAIN LINE REPLACEMENT  
WATER POLLUTION CONTROL PLANT

BUDGET ESTIMATE  
February 10, 2004

B. Other Direct Costs (ODC's)

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Expenses

1. Travel	3 trips at 60 miles/trip and \$0.365/mile	\$66
2. Printing		\$0
Subtotal ODC'S =		\$66

C. Subconsultants

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1. Bayez & Patel		\$0
Subtotal Subconsultants =		\$0

**Task Services = \$12,458**

**EXHIBIT B**  
**Subtask Hourly Detail**

**CITY OF SUNNYVALE**  
**ANAEROBIC DIGESTER LID AND DRAIN LINE REPLACEMENTS**  
**WATER POLLUTION CONTROL PLANT**  
**ESTIMATED HOURS**

February 10, 2004

SUB TASK NO	TASK DESCRIPTION	LABOR HOUR ESTIMATES							TOTAL
		P	SP	LPP	PP	AP	ST/T	WP	
Task 1.0 PRELIMINARY STUDY									
1	REVIEW EXISTING DATA								
A.	Gather and Summarize Data	2	4	12	8	8	0	0	34
B.	On site Inspections	2	4	12	8	8	0	0	34
	Task Subtotal	4	8	24	16	16	0	0	68
2	PRELIMINARY STUDY								
A.	Digester Cover and Mixing Evaluattion	4	4	12	24	12	6	6	68
B.	Digester Tank Structural Evaluation	4	6	18	18	18	4	8	76
C.	Digester Ancilliary Equipment and Piping	4	4	8	24	36	12	6	94
D.	Summary Report	2	6	16	16	16	12	14	82
	Task Subtotal	14	20	54	82	82	34	34	320
3	MEETINGS/WORKSHOP								
A.	Workshop No. 1	4	4	8	8	8	8	4	44
B.	Workshop No. 2	4	4	8	8	8	8	4	44
	Task Subtotal	8	8	16	16	16	16	8	88
	PROJECT SUBTOTAL	26	36	94	114	114	50	42	476
	PROJECT TOTAL	26	36	94	114	114	50	42	476

## EXHIBIT "C"

### INSURANCE REQUIREMENTS

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to CITY, the insurance specified in Paragraphs A through C below with insurers and under forms of insurance satisfactory in all respects to CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of CONSULTANT has also been obtained for the subcontractor.

- A. Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT shall be provided with limits not less than one million dollars (\$1,000,000.00). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against CITY for loss arising from work performed under this Agreement.
- B. Commercial General and Automobile Liability. CONSULTANT shall maintain Commercial General and Automobile Liability Insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include, but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

1. CITY, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insured's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired, or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.

2. The insurance shall cover on an occurrence basis and not on the basis of an accident or claims made.
3. The insurance must cover personal injuries as well as bodily injuries. Any exclusion of contractual liability in personal injury provisions of the policy or any endorsement to it must be eliminated.
4. The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.
5. Any explosion, collapse, and underground property damage exclusion must be deleted.
6. An endorsement must state that coverage is primary insurance and that no other insurance affected by CITY will be called upon to contribute to a loss under the coverage.
7. The policy must contain a cross liability or severability of interests clause.
8. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
9. Broad form property damage liability must be afforded. A deductible that does not exceed twenty-five thousand dollars (\$25,000.00) may be provided.
10. Insurance is to be placed with California- admitted insurers with a Best's rating of no less than B:XI.
11. Notice of cancellation or non-renewal must be received by CITY at least thirty (30) days prior to such change.

C. Professional Liability. CONSULTANT shall maintain for the period covered by this Agreement Professional Liability Insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than one million dollars (\$1,000,000.00) covering the licensed professionals' errors and omissions, as follows:

1. Any deductible shall not exceed one hundred thousand dollars (\$100,000.00) per claim.
2. Notice of cancellation or non-renewal must be received by CITY at least thirty (30) days prior to such change.
3. If the professional liability coverages are written on an occurrence form, the policy must contain a cross liability or severability of interest clause.
4. The following provisions shall apply if the professional liability coverages are written on a claims made form:
  - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.



b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work.

d. A copy of the claim reporting requirements must be submitted to CITY prior to the commencement of any work under this Agreement.

D. Deductibles and Self-Insured Retentions. During the period covered by this Agreement, upon express written authorization of CITY's City Attorney, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The City Attorney may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

E. Notice of Reduction in Coverage. In the event that any coverage required under Paragraphs A, B, or C above is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT's earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

F. Failure to Provide or Maintain Insurance. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
3. Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.